3846

BILL NO. S-77-12-04

SPECIAL ORDINANCE NO. S-281-77

AN ORDINANCE approving contracts with Weigand Construction Co., Inc., Shambaugh & Son, Inc., Havel Bros., Inc., for the Humane Shelter.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated November 21, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Weigand Construction Co., Inc., for:

> The general construction work for the remodeling of and the additions to the Fort Wayne Humane Shelter, 2225 Dwenger Ave., Fort Wayne, Indiana.

for a total cost of $225,548.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That the contract dated November 21, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Shambaugh & Son, Inc., for:

> The mechanical construction work for the remodeling of and the additions to The Fort Wayne Huamne Shelter, 2225 Dwenger Ave., Fort Wayne, Indiana.

for a total cost of $95,118.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 3. That the contract dated November 21, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Havel Bros., Inc., for:

> The electrical construction work for the remodeling of and the additions to The Fort Wayne Humane Shelter 2225 Dwenger Ave., Fort Wayne, Indiana.

for a total cost of $25,588.00, all as more partiuclarly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William T Hinga

Councilman

Read the first time in full and on motion by Hinga, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__ at _____ o'clock ____ M., E.S.T.

DATE: 11-22-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Stier, and duly adopted, placed on its passage.

PASSED ~~(FAILED)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6	0		3	
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES				X	
NUCKOLS	X				
SCHMIDT, D.				X	
SCHMIDT, V.				X	
STIER	X				
TALARICO	X				

DATE: 12-27-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-281-77 on the 27th day of December, 19 77

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of December, 19 77, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 28th day of December, 19 77 at the hour of 3:30 o'clock P. M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-12-04

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving contracts with Weigand Construction Co., Inc., Shambaugh & Son, Inc., Havel Bros., Inc., for the Humane Shelter

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

12-27-77
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

65-153-20 11

CONTRACT

CITY OF FORT WAYNE, INDIANA

Contract No. 65-74-12

THIS CONTRACT, made the 21 day of November, 1977,

by and between Weigand Construction Co., Inc.,

whose address is 1523 Summer Street, Port Wayne, Indiana
hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, a municipal corporation, acting by and through its Board of Public Works, hereinafter called the "Owner",

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of:

The general construction work for the remodeling of and the additions to The Fort Wayne Humane Shelter, 2225 Dwenger Ave., Fort Wayne, Indiana.

identified in these contractual documents as PROJECT No. 647, all in strict accordance with the plans and specifications and other contractual documents above mentioned which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Two Hundred Fifty Five Thousand Five Hundred Forty Eight Dollars in the manner hereinafter set out. (See attached page 6 for price summary)

ARTICLE III, PAYMENTS TO CONTRACTOR

(a) Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain ten (10) per cent of the amount of each estimate until final completion and acceptance of all work covered by this contract.

(b) In preparing estimates, the materials delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. Instructions to Bidders
3. Contractor's Bid
4. General Specifications and Conditions
5. Detailed Specifications and addendum
6. Construction Drawings
7. This Contract
8. Application for Cut Permits into Fort Wayne Streets, County Roads and State Highways.
9. Equal Employment Opportunity Affirmative Action Program
10. Copeland "Anti Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
11. Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
12. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
13. Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
14. Monthly Employment Utilization Report SR 257.

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI, COMPLETION DATE

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 275 consecutive calendar days thereafter.

ARTICLE VII, PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (b) for all materials, tools, and other expendible equipment to the extent of ninety (90) per cent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (c) to each of his subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor, on account of the work performed by his subcontractor, to the extent of each such subcontractor's interest therein.

ARTICLE VIII, UNIT PRICES

In the event the Owner shall require the Contractor to do additional work or in the event deductions are made from the work required or in the event adjustments shall be necessary, the contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of the unit price set out in Contractor's Bid, which by reference is made a part hereof as if fully set out herein, as aforesaid.

ARTICLE IX, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workmen's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE X, APPROVAL OF CONTRACT (If Applicable)

This Contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne and EDA.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

BOARD OF PUBLIC WORKS

_____
Henry P. Wehrenberg, Chairman

_____
Ethel H. LaMar, Member

_____
Max G Scott, Member

ATTEST:

_____
Ursula Miller, Executive
Secretary & Clerk of the Board

CONTRACTOR:

WEIGAND CONSTRUCTION CO., INC.

By: _____

ATTEST:

_____
Secretary of Corporation

Approved as to form and legality:

_____
City Attorney

CONTRACT SUMMARY SHEET, - WEIGAND CONSTRUCTION CO., INC. - GENERAL CONSTRUCTION WORK

1.	BASE BID	$298,100.00
2.	Alt. Bid G-4: Omit north & east parking areas completely	(- 9,163.00)
3.	Alt. Bid G-5: Omit Euthanosia Room completely.....	(-13,587.00)
4.	Alt. Bid G-6A: Omit walk-in-cooler.....	(- 4,000.00)
5.	Alt. Bid G-6B: Omit cages and caster base.....	(- 350.00)
6.	Alt. Bid G-7: Omit refrigerator & cabinets, Lounge No. 1	(- 870.00)
7.	Alt. Bid G-8: Omit new lockers in Room 47 & relocation of lockers in Room 44.....	(- 390.00)
8.	Alt. Bid G-9: Omit plaster ceiling in Rooms 37 & 38 .	(- 306.00)
9.	Alt. Bid G-10: Omit 2 windows W-1 in Room 15 & one window W-6 in Room 9.....	(- 300.00)
10.	Alt. Bid G-11: Omit all finishing in Rooms 27, 28, 29, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 50, 51, &52	(- 1,012.00)
11.	Alt. Bid G-12: Omit new masonry in Room 30	(- 324.00)
12.	Alt. Bid G-13: Change roof insulation to 1-1/16" thick	(- 1,000.00)
13.	Alt. Bid G-14: Omit roof bond.....	(- 300.00)
14.	Alt. Bid G-15: Deposit excavated material north of property	(- 1,150.00)
15.	Delete landscape allowance.....	(- 6,000.00)
16.	Reduce hardware allowance from 5,000 to 3,000	(- 2,000.00)
17.	Delete plaque allowance.....	(- 1,000.00)
18.	Delete owner's construction sign allowance.....	(- 400.00)
19.	Delete graphics allowance.....	(- 400.00)
	Total deduction from base bid	(-42,552.00)
	General construction total	$ 255,548.00

NOTE: Owner shall have the option to reinstate the above deducted items for a period of 120 days after contract date.

FORM ED-124
(REV. 4-72)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

OMB Approval Not Required

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Weigand Construction Company, Inc.
(Name of Contractor)

1523 Summer Street, Fort Wayne, Indiana 46803
(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Federal Insurance Company
(Name of Surety)

New York, New York
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto
(Name

City of Fort Wayne, Indiana
of owner)

City - County Building, 1 Main Street, Fort Wayne, Indiana 46802
(Address of Owner)

hereinafter called Owner, in the penal sum of Two Hundred Fifty Five Thousand

Five Hundred Fourty Eight Dollars and no cents Dollars, $(255,548.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 15th day of November, 1972, a copy of which is hereto attached and made a part hereof for the construction of:

Construction of New Building and Remodeling of Existing Building

for the Humane Shelter at 2225 Dwenger, Fort Wayne, Indiana

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully idemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

(Over)

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 15th day of November 1977.

ATTEST:

Robert Weigand
(Principal) Secretary

(SEAL)

Weigand Construction Company, Inc.
Principal

By Joseph J. Weigand Pres.

1523 Summer Street
(Address)

Fort Wayne, Indiana 46803

Judith Elaine Shore
Witness as to Principal

(Address)

Federal Insurance Company
Surety

ATTEST:

By Donald L. Coffey
Attorney-in-Fact
Donald L. Coffey

Virginia J. Apson
(Surety) Secretary

(SEAL)

Virginia J. Apson
Witness as to Surety

Lupke-Rice Associates
(Address)
P. O. Box 718, Fort Wayne, Indiana 46801

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

FORM ED-125
(REV. 4-72)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

OMB Approval Not Required

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Weigand Construction Company, Inc.
(Name of Contractor)

1523 Summer Street, Fort Wayne, Indiana 46803
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Federal Insurance Company
(Name of Surety)

New York, New York
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne, Indiana
(Name of Owner)

City – County Building, 1 Main Street, Fort Wayne, Indiana 46802
(Address of Owner)

Two Hundred Fifty Five Thousand Five Hundred Fourty Eight Dollars and no cents
hereinafter called Owner, in the penal sum of _____ Dollars, $(255,548.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 15th day of November, 1977, a copy of which is hereto attached and made a part hereof for the construction of:

Construction of New Building and Remodeling of Existing Building
for the Humane Shelter at 2225 Dwenger, Fort Wayne, Indiana

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

(Over)

USCOMM-DC 59629-P72

... and be authorized to transact business in the state where

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 15th day of November, 1977.

ATTEST:

Robert W. Weigand
(Principal) Secretary

(SEAL)

Judith Elaine Shore
Witness as to Principal

(Address)

Weigand Construction Company, Inc.
Principal

By Joseph J. Weigand (Pres.

1523 Summer Street
(Address)

Fort Wayne, Indiana 46803

Federal Insurance Company
Surety

ATTEST:

(Surety) Secretary

(SEAL)

Virginia J. Olson
Witness as to Surety

(Address)

By Donald L. Coffey
Attorney-in-Fact
Donald L. Coffey

Lupke-Rice Associates
(Address)

P. O. Box 718, Fort Wayne, Indiana 46801

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where

Certified Copy of

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 100 William Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint

Walter H. Lupke, Jr., Duane E. Lupke,
Donald L. Coffey, Edward B. Rice,
Walter E. Boose, Paula W. Schneider,
Lowell K. Zelt, Marvin P. Martin,
and Virginia T. Axson
of
Fort Wayne, Indiana

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Fiduciary Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or undertaking does not exceed the sum of One Hundred Thousand Dollars ($100,000.00).
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 75

FEDERAL INSURANCE COMPANY
By

George McClellan
Assistant Vice-President

Richard D. O'Connor
Assistant Secretary

STATE OF NEW JERSEY
ss:
County of Essex

On this 1st day of January 19 75, before me personally came Richard D. O'Connor, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the Corporation described in and which executed the foregoing Power of Attorney and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with George McClellan and knows him to be Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me on the date above written.

PATRICIA RYAN NOTARY PUBLIC NEW JERSEY

Notary Public

PATRICIA RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 11, 19 78

CITY OF SHORT HILLS }
County of Essex } ss.

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended May 27, 1971 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

Given under my hand and the seal of said Company at Short Hills, N.J., this 15th day of November, 19 77.

M. Petryk
Assistant Secretary

OWNER

65-153-22 1/2

CONTRACT

CITY OF FORT WAYNE, INDIANA

Contract No. 65-74-12

THIS CONTRACT, made the 21 day of November, 19 77

by and between Shambaugh & Son, Inc.,

whose address is 137 Chambeau Road, Fort Wayne, Indiana hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, a municipal corporation, acting by and through its Board of Public Works, hereinafter called the "Owner",

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of:

The mechanical construction work for the remodeling of and the additions to The Fort Wayne Humane Shelter, 2225 Dwenger Ave., Fort Wayne, Indiana.

identified in these contractual documents as PROJECT No. 647, all in strict accordance with the plans and specifications and other contractual documents above mentioned which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Ninety Five Thousand One Hundred Eighteen Dollars ($95,118.00) in the manner hereinafter set out. (See attached page 6 for price summary)

ARTICLE III, PAYMENTS TO CONTRACTOR

(a) Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain ten (10) per cent of the amount of each estimate until final completion and acceptance of all work covered by this contract.

(b) In preparing estimates, the materials delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. Instructions to Bidders
3. Contractor's Bid
4. General Specifications and Conditions
5. Detailed Specifications and addendum
6. Construction Drawings
7. This Contract
8. Application for Cut Permits into Fort Wayne Streets, County Roads and State Highways.
9. Equal Employment Opportunity Affirmative Action Program
10. Copeland "Anti Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
11. Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
12. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
13. Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
14. Monthly Employment Utilization Report SR 257.

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI, COMPLETION DATE

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 275 consecutive calendar days thereafter.

ARTICLE VII, PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (b) for all materials, tools, and other expendible equipment to the extent of ninety (90) per cent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (c) to each of his subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor, on account of the work performed by his subcontractor, to the extent of each such subcontractor's interest therein.

ARTICLE VIII, UNIT PRICES

In the event the Owner shall require the Contractor to do additional work or in the event deductions are made from the work required or in the event adjustments shall be necessary, the contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of the unit price set out in Contractor's Bid, which by reference is made a part hereof as if fully set out herein, as aforesaid.

ARTICLE IX, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workmen's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE X, APPROVAL OF CONTRACT (If Applicable)

This Contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne and EDA.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By Robert E. Armstrong
Mayor

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar, Member

Max G Scott
Max G Scott, Member

ATTEST:

Ursula Miller
Ursula Miller, Executive
Secretary & Clerk of the Board

ATTEST:

Mark P. Shambaugh (ASST)
Secretary of Corporation

CONTRACTOR:

SHAMBAUGH & SON, INC.

By: [signature] Secy.

Approved as to form and legality:

[signature]
Associate City Attorney

CONTRACT SUMMARY SHEET, - SHAMBAUGH & SON, INC. - MECHANICAL CONSTRUCTION WORK

1.	BASE BID		$109,556.00
2.	Alt. Bid P-3: Omit cabinet sink.....		(-1,198.00)
	ADDENDA ME-2 ITEMS		
1.	Delete storm drainage in north & east parking		(-4,120.00)
3.	Delete all work for Room 25		(-2,501.00)
4.	Omit one new roof drain.....		(- 150.00)
5.	Delete all but two hose bibbs.....		(- 220.00)
6.	Delete changing water lines to copper.....		(-1,044.00)
7.	Delete room by room return air ducts		(-2,000.00)
8.	Change PRE-2 and related ducts	ADD	292.00
9.	Delete sink S-1 but rough in piping in Room 1		(- 135.00)
10.	Change heating coils for AC-1 & AC-2.....		(- 827.00)
10A.	Delete aquastats on unit heaters.....		(- 120.00)
11.	Change louvers as described.....		(- 350.00)
12.	Replace sink in Room 18 as described.....		(- 500.00)
13.	Delete Dan Foss thermostats in existing building....		(- 550.00)
14.	Delete PRE-3.....		(- 220.00)
15.	Delete ductwork in Rooms 37 and 38.....		(- 165.00)
16.	Change sink S-4 as described.....		(- 430.00)
17.	Change types of roof exhausters PRE4,PRE5 & PRE6....		(- 200.00)
	Total deductions from base bid		(-14,438.00)
	Mechanical construction work.....		$ 95,118.00

NOTE:
Owner shall have the option to reinstate the above deducted items for a period of 120 days after contract date.

FORM ED-125
(REV. 4-70)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

OMB Approval Not Required

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

SHAMBAUGH AND SON, INC.
(Name of Contractor)

137 Chambeau Road - Fort Wayne, Indiana
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and THE AMERICAN INSURANCE COMPANY
(Name of Surety)

Newark, New Jersey
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works
(Name of Owner)

City-County Building, One Main Street, Fort Wayne, Indiana
(Address of Owner)

hereinafter called Owner, in the penal sum of 100% of Contract Dollars, $( )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Wheras, the Principal entered into a certain contract with the Owner, dated the 15th day of November, 1977, a copy of which is hereto attached and made a part hereof for the construction of:

The Fort Wayne Humane Shelter

Plumbing and HVAC

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

(Over)

USCOMM-DC 53629-P72

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 14th day of November, 1977.

ATTEST:

Kevin L. Beach
(Principal) Secretary

SHAMBAUGH AND SON, INC.
Principal

By Max P. Shambaugh, President (S)

(SEAL)

(Witness as to Principal)

137 Chambeau Road
(Address)

137 Chambeau Road
(Address)

Fort Wayne, Indiana

Fort Wayne, Indiana

THE AMERICAN INSURANCE COMPANY
Surety

ATTEST:

Assistant Secretary (Surety) Secretary

(SEAL)

Witness as to Surety

By
Attorney-in-Fact

137 Chambeau Rd.
(Address)

Fort Wayne, In.

Post Office Box 1705
(Address)

Fort Wayne, Indiana

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Local Form (REV. 4-72)

FORM ED-124
(REV. 4-72)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

OMB Approval Not Required

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

SHAMBAUGH AND SON, INC.
(Name of Contractor)

137 Chambeau Road - Fort Wayne, Indiana 46805
(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

THE AMERICAN INSURANCE COMPANY
(Name of Surety)

Newark, New Jersey
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works
(Name of owner)

City-County Building, One Main St., Fort Wayne, IN 46802
(Address of Owner)

hereinafter called Owner, in the penal sum of 100% of Contract Amount Dollars, $( )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 14th day of November, 1977, a copy of which is hereto attached and made a part hereof for the construction of:

Fort Wayne Humane Shelter

Plumbing & HVAC

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully idemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

(Over)

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 14th day of November 1972.

ATTEST:

(Principal) Secretary

(SEAL) Kevin L. Beach

SHAMBAUGH AND SON, INC.
Principal

By Max P. Shambaugh, President

137 Chambeau Rd., Ft. Wayne, IN
(Address)

Witness as to Principal

137 Chambeau Road
(Address)
Fort Wayne, Indiana

THE AMERICAN INSURANCE COMPANY
Surety

By Attorney-in-Fact

ATTEST:

(Surety) Secretary Assistant Asst. Sec.

(SEAL)

Witness as to Surety

137 Chambeau Rd.
(Address)
Fort Wayne In.

Post Office Box 1705
(Address)
Fort Wayne, Indiana

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

GENERAL POWER OF ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

Kathryn J. Beauchot, Julian M. Bowers, Harry A. Crawford, G. Parker Gee, James O. Gilbert Ronald J. Harruff, Leonard B. Koeller, Thomas G. McRae, Louis A. Meneilly, Max E. Orwin, William L. Russell, James E. Van Dyck and Roland E. Weber, all of Fort Wayne, Indiana - E.

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver

any and all bonds, undertakings, recognizances or other written obligations in the nature thereof,

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

"Article VIII, *Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.*

Section 30. *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

This power of attorney is also signed and sealed under and by authority of an Instrument of Authority executed on the 5th day of July, 1972 pursuant to Article VIII, Section 30 and 31, of the By-laws of THE AMERICAN INSURANCE COMPANY, and said Instrument of Authority is now in full force and effect, to wit:

"INSTRUMENT OF AUTHORITY. KNOW ALL MEN BY THESE PRESENTS: That Robert R. Scott, Assistant Vice President of this Corporation, is hereby vested with full power and authority to appoint and revoke Resident Assistant Secretaries or Attorneys-in-Fact of this Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation under and pursuant to Article VIII, Section 30 and Section 31, of the By-laws of the Corporation.

THE AMERICAN INSURANCE COMPANY

By James H. Wells

JAMES H. WELLS, Vice President

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed this 13th day of January, 19 77

(CORPORATE SEAL)

THE AMERICAN INSURANCE COMPANY

By Robert R. Scott

Assistant Vice-President

STATE OF NEW JERSEY
COUNTY OF ESSEX } ss.

On this 13th day of January, 19 77, before me personally came ROBERT R. SCOTT, to me known, who, being by me duly sworn, did depose and say: that he is Assistant Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

PEGGY ZANGE NOTARY (SEAL) PUBLIC NEW JERSEY

My commission expires August 11, 1981

Peggy Zange

Notary Public of New Jersey

CERTIFICATE

STATE OF NEW JERSEY
COUNTY OF ESSEX } ss.

I, the undersigned Teresa S. Farina Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney and the Instrument of Authority set forth in the Power of Attorney are now in force.

Signed and sealed at the City of Newark, County of Essex, New Jersey. Dated the _____ day of _____ 19____

Teresa S. Farina

Assistant Secretary

380814-TA-7-72

65-153-21 11/21

CONTRACT

CITY OF FORT WAYNE, INDIANA

Contract No. 65-74-12

THIS CONTRACT, made the 21 day of November, 19 77,

by and between Havel Bros., Inc.,

whose address is 4711 Speedway Drive, Fort Wayne, Indiana hereinafter called the "Contractor", and the City of Fort Wayne, Allen County, Indiana, a municipal corporation, acting by and through its Board of Public Works, hereinafter called the "Owner",

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendible equipment, transportation services, bonds and insurance required to perform and to complete in a workmanlike manner all the work required for the construction of:

The electrical construction work for the remodeling of and the additions to The Fort Wayne Humane Shelter, 2225 Dwenger Ave., Fort Wayne, Indiana.

identified in these contractual documents as PROJECT No. 647, all in strict accordance with the plans and specifications and other contractual documents above mentioned which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I hereof the sum of Twenty Five Thousand Five Hundred Eighty Eight Dollars ($25,588.00) in the manner hereinafter set out. (See attached page 6 for price summary)

ARTICLE III, PAYMENTS TO CONTRACTOR

(a) Not later than the fifteenth (15th) day of each calendar month, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain ten (10) per cent of the amount of each estimate until final completion and acceptance of all work covered by this contract.

(b) In preparing estimates, the materials delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Advertisement for Bids
2. Instructions to Bidders
3. Contractor's Bid
4. General Specifications and Conditions
5. Detailed Specifications and addendum
6. Construction Drawings
7. This Contract
8. Application for Cut Permits into Fort Wayne Streets, County Roads and State Highways.
9. Equal Employment Opportunity Affirmative Action Program
10. Copeland "Anti Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
11. Davis-Bacon Act (40 U.S.C. 276 a to a-7) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
12. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
13. Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
14. Monthly Employment Utilization Report SR 257.

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence, unless otherwise directed or corrected by the Engineer.

ARTICLE VI, COMPLETION DATE

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 275 consecutive calendar days thereafter.

ARTICLE VII, PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (b) for all materials, tools, and other expendible equipment to the extent of ninety (90) per cent of the cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (c) to each of his subcontractors not later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor, on account of the work performed by his subcontractor, to the extent of each such subcontractor's interest therein.

ARTICLE VIII, UNIT PRICES

In the event the Owner shall require the Contractor to do additional work or in the event deductions are made from the work required or in the event adjustments shall be necessary, the contractor agrees to perform said additional work and consent to said deductions and adjustments on the basis of the unit price set out in Contractor's Bid, which by reference is made a part hereof as if fully set out herein, as aforesaid.

ARTICLE IX, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workmen's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

ARTICLE X, APPROVAL OF CONTRACT (If Applicable)

This Contract, although executed on behalf of the Owner by its Mayor and by the Board of Public Works shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne and EDA.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

BOARD OF PUBLIC WORKS

_____
Henry P. Mehrenberg, Chairman

_____
Ethel H. LaMar, Member

_____
Max G Scott, Member

ATTEST:

_____
Ursula Miller, Executive
Secretary & Clerk of the Board

CONTRACTOR:

HAVEL BROS., INC.

By: _____

ATTEST:

_____
Secretary of Corporation

Approved as to form and legality:

_____
City Attorney

CONTRACT SUMMARY SHEET - HAVEL BROS., INC. - ELECTRICAL CONSTRUCTION WORK

1.	BASE BID	$27,500.00
	ADDENDA ME-2 ITEMS	
1.	Delete work in Rooms 24 and 25.....	(- 355.00)
2.	Delete work in Rooms 27 and 28.....	(- 135.00)
3.	Change feeder cable type.....	(- 495.00)
4.	Use PVC conduit in floors.....	(- 115.00)
5.	Change fixture type E.....	(- 200.00)
6.	Change fluorescent fixture manufacturer	(- 500.00)
7.	Delete new fixtures in Rooms 37 and 38.....	(- 112.00)
	Total deductions from base bid	(-1,912.00)
	Electrical construction total.....	$25,588.00

NOTE: Owner shall have the option to reinstate the above deducted items for a period of 120 days after contract date.

FORM ED-125
REV. 4-72)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

OMB Approval Not Required

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Havel Bros., Inc.
(Name of Contractor)

P.O. Box 1269, 4711 Speedway Drive, Fort Wayne, IN 46801
(Address of Contractor)

a corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and American Insurance Company
(Name of Surety)

New Jersey.
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Board of Public Works of

Fort Wayne
(Name of Owner)

Fort Wayne, Indiana
(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars, $(27,500.00---)
twenty seven thousand five hundred and 00/100--
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 15th day of November, 197_, a copy of which is hereto attached and made a part hereof for the construction of:

electrical work for remodeling and additions to Fort Wayne Humane Shelter

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

(Over)

USCOMM-DC 59629-P72

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 15th day of November, 1977.

ATTEST:

(Principal) Secretary

(SEAL)

HAVEL BROS., INC.
Principal

By

(Witness as to Principal)

4711 Speedway Dr.
(Address)

Ft. Wayne, Ind 46805

4711 Speedway Drive
(Address)

Ft. Wayne, Indiana

AMERICAN INSURANCE COMPANY, INC.
Surety

ATTEST: Yaste, Zent & Rye, Inc.
Authorized Agents

Gerald A Dahle
(Surety) XXXXX

(SEAL)

Witness as to Surety

By Lance I Ross
Attorney-in-Fact

201 W. Wayne St.
(Address)

Fort Wayne, IN 46802

201 W. Wayne St.
(Address)

Fort Wayne, IN 46802

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

GENERAL POWER OF ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Josephine E. Stackhouse, Leonard Shirley, Lane I. Ross, David J. Steffen and Helen Pyles, all of Fort Wayne, Indiana - EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver

any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

Article VIII, *Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances*

Section 30 *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31 *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 13th day of January, 19 76

THE AMERICAN INSURANCE COMPANY

By William W. Lauber
WILLIAM W. LAUBER, Vice-President

STATE OF ILLINOIS, } ss.
COUNTY OF COOK }

On this 13th day of January, 19 76, before me personally came WILLIAM W. LAUBER, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

MARY A. GIUDICE NOTARY PUBLIC COOK COUNTY, ILL.

Mary A. Giudice
MARY A. GIUDICE, Notary Public
My commission expires October 2, 1977

CERTIFICATE

STATE OF ILLINOIS, } ss.
COUNTY OF COOK }

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed in the County of Cook. Dated the 15th day of November, 77

Joseph C. Neirinck
JOSEPH C. NEIRINCK, Resident Assistant Secretary

330641-TA-1-74

FORM ED-124
(REV. 4-72)

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

OMB Approval Not Required

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Havel Bros., Inc.
(Name of Contractor)

P.O. Box 1269, 4711 Speedway Drive, Fort Wayne, IN 46801
(Address of Contractor)

a corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

American Insurance Company
(Name of Surety)

New Jersey
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Board of Public Works of Fort Wayne, Fort Wayne, Indiana
(Name of owner)

Fort Wayne, Indiana
(Address of Owner)

hereinafter called Owner, in the penal sum of twenty seven thousand five hundred and 00/100---------- Dollars, $(27,500.00--)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 15th day of November, 197 7, a copy of which is hereto attached and made a part hereof for the construction of:

electrical work for remodeling and additions to Fort Wayne Humane Shelter

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully idemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

(Over)

USCOMM-DC 59628-P72

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 15th day of November 1977.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

4711 Speedway Dr.
(Address)
Ft. Wayne, Ind. 46805

HAVEL BROS., INC.
Principal

By

4711 Speedway Dr.
(Address)
Ft. Wayne, Indiana

Yaste, Zent & Rye, Inc.
Authorized Agents
ATTEST:

(Surety) ~~XXXXXX~~

AMERICAN INSURANCE COMPANY
Surety

By : Lance I. Ross
Attorney-in-Fact

(SEAL)

Witness as to Surety

201 W. Wayne St.
(Address)
Fort Wayne, IN 46802

201 W. Wayne St.
(Address)
Fort Wayne, IN 46802

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

GENERAL
POWER OF
ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Josephine E. Stackhouse, Leonard Shirley, Lane I. Ross, David J. Steffen and Helen Pyles, all of Fort Wayne, Indiana - EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver

any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

Article VIII, *Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances*

Section 30 *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31 *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 13th day of January, 19 76.

THE AMERICAN INSURANCE COMPANY

By William W. Lauber
WILLIAM W. LAUBER, Vice-President

STATE OF ILLINOIS, } ss.
COUNTY OF COOK }

On this 13th day of January, 19 76, before me personally came WILLIAM W. LAUBER, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

MARY A. GIUDICE NOTARY PUBLIC COOK COUNTY, ILL.

Mary A. Giudice
MARY A. GIUDICE, Notary Public
My commission expires October 2, 1977

CERTIFICATE

STATE OF ILLINOIS, } ss.
COUNTY OF COOK }

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed in the County of Cook. Dated the 15th day of November, 77

Joseph C. Neirinck
JOSEPH C. NEIRINCK, Resident Assistant Secretary

3846

TITLE OF ORDINANCE SPECIAL ORDINANCE - WEIGAND CONSTR., SHAMBAUGH & SON, INC., HAVEL BROS., INC. CONTRACTS FOR FORT WAYNE HUMANE SHELTER

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-77-12-04

SYNOPSIS OF ORDINANCE THREE CONTRACTS ON THE FORT WAYNE HUMANE SHELTER

WEIGAND CONSTRUCTION CO., INC.	(GENERAL)	$255,548.00
SHAMBAUGH & SON, INC.	(MECHANICAL)	$95,118.00
HAVEL BROS., INC.	(ELECTRICAL)	$25,588.00

COPIES OF CONTRACTS ATTACHED

PRIOR APPROVAL ACQUIRED NOVEMBER 22, 1977

EFFECT OF PASSAGE PROCEED WITH CONSTRUCTION OF HUMANE SHELTER

EFFECT OF NON-PASSAGE LOSS OF FUNDS

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $340,500. LPW RD II & $50,000. REVENUE SHARING

ASSIGNED TO COMMITTEE

EP Feminine